



AMCA International

Air Movement and Control Association International Inc.
The International Authority on Air System Components Since 1917

30 West University Dr.
Arlington Heights, IL 60004 USA
+1 (847) 394-0150
communications@amca.org
www.amca.org

Application for AMCA Associate Membership

Associate (non-member) – An associate, defined in the AMCA bylaws, is any firm or corporation not eligible for membership within AMCA, as long as they are a manufacturer of materials or components, or they supply services or related products used by manufacturer members. Associates must be approved by the AMCA Board of Directors and are not eligible to vote on issues affecting AMCA. Associates may attend and participate in all general membership open meetings and are eligible to participate fully on association committees.

Agreement: We hereby apply for AMCA associate status in the Air Movement and Control Association International Inc. (AMCA) and, if approved, agree to comply with the association's code of ethics, bylaws, rules and regulations and such amendments thereto which hereafter may be adopted.

We further agree to furnish qualified representatives to participate in the association's activities and, if required, submit evidence that we are experienced, qualified technically, financially responsible, and able and willing to promote the objectives of the association.

We further agree that if we decide to resign as an associate of AMCA International we shall give two quarters notice in writing. Resignations are not effective until they have been accepted by the AMCA International Board of Directors.

The annual cost for an AMCA associate is \$2,500

We recognize and understand Article III Section 7 of the AMCA International Bylaws; any firm or corporation not eligible for membership, joint membership or provisional membership shall be eligible to submit an application to become affiliated with the association as an AMCA International associate if the applicant is a producer of materials or components, or supplies services or related industry products used by members that manufacture and meets all eligibility standards approved by the board of directors. AMCA International associates are not eligible to vote on association-wide issues, nor are they eligible to neither hold a seat on the board nor serve as a committee chair. AMCA International associates may attend and participate in all open meetings of the association and are eligible to participate on standards committees at the call of the chair. AMCA International associates are entitled to access to top level overview marketing statistics data and reports as well as the members only portion of the AMCA International website. AMCA International associates are entitled to purchase AMCA International standards and publications at member prices. AMCA International associates shall pay an annual fee to the association to be set by the board of directors.

To have your application processed, complete the following steps. Only a complete application will be considered.

1. Provide a brief history of your company

2. Provide a product or service list

3. Have you previously applied for AMCA associate status?

Yes No

If yes, when? _____

4. Complete this section:

We agree to pay fees for the current fiscal year, prorated from the date of acceptance to AMCA associate status, to the end of the fiscal year (June 30). An invoice will be sent after application approval.

Company: _____ Date: _____

Name: _____ Title: _____

Signature: _____

If you typed your name instead of inserting a signature, check this box to indicate that your typed name above is acceptable as your signature.

5. Complete the personnel contact list

Completion of this form will help us direct correspondence to the correct person at your company. If there are changes in personnel, please email cstone@amca.org.

Company Information

Company Name: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Country: _____ Phone Number: _____ Fax Number: _____

Email: _____ Company Website: _____ Number of Employees: _____

Name & Title of CEO/President: _____

Designated Contact

Surname: _____ Given Name: _____

Title: _____ Email Address: _____

Billing Representative

Surname: _____ Given Name: _____

Title: _____ Email Address: _____

Marketing Representative

Surname: _____ Given Name: _____

Title: _____ Email Address: _____



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Nondisclosure Agreement

THIS AGREEMENT is entered into by and between the Air Movement and Control Association International, Inc with its principal offices at 30 W. University Drive, Arlington Heights, IL 60047 USA (“AMCA”) and _____, located at _____ (“Disclosing Party”) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. This Agreement shall have an effective date of _____. AMCA and Disclosing Party are currently engaged in discussions concerning Disclosing Party becoming an AMCA member company. In connection with such discussions, Disclosing Party may disclose confidential or proprietary information relating to its business operations to AMCA. Disclosing Party will continue to furnish confidential or proprietary information to AMCA in the event it becomes a member company. Pursuant to this Agreement, AMCA agrees that it shall hold as confidential all individual company data provided by Disclosing Party, and to not disclose such information to any individual or other entity absent Disclosing Party’s prior written approval. In consideration for this undertaking to hold such information as confidential, Disclosing Party agrees to supply such information to AMCA for the purposes set forth herein.

- 1. Definition of Confidential Information.** For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If any information is provided by Disclosing Party to AMCA verbally, Disclosing Party shall state whether such information is to be treated as Confidential under this Agreement.
- 2. AMCA’s Obligations With Respect to Confidential Information.** AMCA shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of Disclosing Party. AMCA shall also carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. AMCA shall only use Disclosing Party’s Confidential Information for purposes of advancing AMCA’s mission and in connection with certain programs made available to AMCA member companies (as set forth in Section 3 below). AMCA shall not use Disclosing Party’s Confidential Information for other purposes, nor shall it disclose such information to any third party, absent the prior written approval of Disclosing Party. AMCA shall destroy or return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests, it in writing.
- 3. AMCA Member Programs.** The parties acknowledge and agree that AMCA manages several programs on behalf of its member companies that entail the disclosure of Confidential Information by member companies to AMCA. These member programs include (a) Assessments Calculation/Annual Report of Sales, (b) AMCA Statistical Program, (c) AMCA Certified Ratings Program, and (d) AMCA Lab Accreditation Program. AMCA shall be entitled under this Agreement to use Disclosing Party’s Confidential Information in connection with these programs if the Disclosing Party becomes engaged in those programs.

4. **Disposal of Confidential Information Pertaining to AMCA Statistical Program.** In the event that Disclosing Party elects to participate in AMCA's Statistical Program, the parties agree that Disaggregated Confidential Information of the Disclosing Party will be held at AMCA for no more than 24 months, which is AMCA's policy regarding all member market statistical information. All Confidential Information disclosed to AMCA will be destroyed after aggregated markets and employment are determined.

5. **Nondisclosure of Confidential Information.** AMCA agrees not to use Disclosing Party's Confidential Information for any use other than in the furtherance of AMCA's mission and in connection with the programs identified above. AMCA will not disclose the Disclosing Party's Confidential Information to any third parties or to any AMCA employees other than employees identified in Section 2 above, or the successors of such employees, who are required to have the information in order to fulfill their work responsibilities. AMCA agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that AMCA utilizes to protect its own confidential Information of a similar nature.

AMCA agrees to promptly notify the Disclosing Party in writing of any misuse or misappropriation of Confidential Information which may come to AMCA's attention.

6. **Term.** This Agreement shall remain in effect so long as Disclosing Party is engaged in discussions with AMCA pertaining to membership and/or while Disclosing Party is an AMCA member company. AMCA's obligations of confidentiality and non-disclosure shall survive the termination of this Agreement.

7. **Miscellaneous.** This Agreement shall be binding upon the parties hereto, including any successors in interest. The failure to enforce any provision of this Agreement by AMCA or Disclosing Party shall not constitute a waiver of any term hereof by such party.

8. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois and shall be binding upon the parties to this Agreement in the United States and worldwide. The federal and state courts within the State of Illinois shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement and the parties hereto consent to the personal jurisdiction of such courts.

IN WITNESS WHEREOF, this Nondisclosure Agreement is executed as of the date written below.

Air Movement and Control Association
International Inc.

Company

Company



Signature

Signature

If you typed your name instead of physically signing or using an Adobe verified signature, check here to confirm your typed name serves as your signature.

Mark Stevens

Print Name

Print Name

Executive Director

Title

Title

Date

Date